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Attorney for COUNTRYWIDE HOME LOANS, INC. ITS ASSIGNS AND/OR SUCCESSORS IN  
INTEREST

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION

IN RE:	§	CASE NO. 07-41092-BTR-7
	§	
ROBERT EDWIN JACOBSEN,	§	
Debtor	§	CHAPTER 7
	§	
COUNTRYWIDE HOME LOANS, INC.	§	
ITS ASSIGNS AND/OR	§	
SUCCESSORS IN INTEREST,	§	
Movant	§	HEARING DATE: _____
	§	
v.	§	TIME: _____
	§	
ROBERT EDWIN JACOBSEN;	§	
CHRISTOPHER J. MOSER,	§	
Trustee	§	
Respondents	§	JUDGE BRENDA T. RHOADES

**MOTION OF COUNTRYWIDE HOME LOANS, INC. ITS ASSIGNS AND/OR  
SUCCESSORS IN INTEREST  
FOR RELIEF FROM STAY OF ACTION AGAINST DEBTOR(S) PURSUANT TO 11  
U.S.C. § 362(a) AND WAIVER OF THIRTY DAY REQUIREMENT PURSUANT TO  
§ 362(e)**

**NOTICE**

**NO HEARING WILL BE CONDUCTED ON THIS MOTION UNLESS A WRITTEN  
OBJECTION IS FILED WITH THE CLERK OF THE UNITED STATES  
BANKRUPTCY COURT AND SERVED UPON THE PARTY FILING THIS  
PLEADING WITHIN 15 DAYS FROM THE DATE OF SERVICE UNLESS THE  
COURT SHORTENS OR EXTENDS THE TIME FOR FILING SUCH OBJECTION.  
IF NO OBJECTION IS TIMELY SERVED AND FILED, THIS PLEADING SHALL  
BE DEEMED TO BE UNOPPOSED, AND THE COURT MAY ENTER AN ORDER  
GRANTING THE RELIEF SOUGHT. IF AN OBJECTION IS FILED AND SERVED  
IN A TIMELY MANNER, THE COURT WILL THEREAFTER SET A HEARING.  
IF YOU FAIL TO APPEAR AT THE HEARING, YOUR OBJECTION MAY BE**

**STRICKEN. THE COURT RESERVES THE RIGHT TO SET A HEARING ON ANY MATTER.**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Movant, COUNTRYWIDE HOME LOANS, INC. ITS ASSIGNS AND/OR SUCCESSORS IN INTEREST, by and through the undersigned attorney, and moves the Court as follows:

1. This Motion is brought pursuant to 11 U.S.C. §362(d) in accordance with Rule 4001 of the Bankruptcy Rules.

2. On or about May 25, 2007, Debtor (hereinafter "Debtor") filed a petition for an order of relief under the Bankruptcy Code. The case was subsequently converted to a case under Chapter 7 of the Bankruptcy Code on December 05, 2007.

3. At the time of filing the Chapter 7 petition, Movant held a Note executed on December 1, 2005, in the original amount of ONE HUNDRED SIXTY THOUSAND FIVE HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$160,550.00) with interest thereon at the rate of 6.625% per annum.

4. The indebtedness is secured by a Deed of Trust dated December 1, 2005 and executed by ALISE MALIKYAR on real estate with all improvements known as:

BEING LOT 9 IN BLOCK D2 OF LOST CREEK RANCH PHASE 2A, AN ADDITION TO THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME N, PAGE 475 OF THE MAP RECORDS OF COLLIN COUNTY, TEXAS

A true and correct copy of the Deed of Trust is attached hereto as Exhibit "A".

5. Debtor has failed to maintain current the payments due under the Note and is presently in arrears for 7 payments through and including the July 1, 2008 payment.

6. The outstanding indebtedness to Movant is \$156,924.67 principal plus accrued

interest, late charges, attorneys fees and costs as provided in the Note and Deed of Trust.

7. Further cause may exist to terminate the automatic stay if the Debtor fails to provide proof of adequate insurance and payment of applicable taxes by Debtor as required by the Note and Deed of Trust. Movant hereby demands proof of insurance and payment of applicable taxes by Debtor. Movant reserves the right to further assert that Debtor has failed to pay taxes or insurance based on the response of Debtor.

8. In accordance with the terms of the Note and Deed of Trust, Movant would allege that it is entitled to reasonable post-petition attorneys fees, including, but not limited to, fees, if any, for the preparation and filing of a proof of claim and fees and costs for the filing of this Motion for Relief from Stay.

9. Debtor has failed to provide adequate protection to Movant which constitutes cause to terminate the automatic stay of 11 U.S.C. §362(a).

10. By reason of the foregoing, Movant requests the Court to terminate the stay so Movant may proceed to foreclose in accordance with its Note and Deed of Trust.

11. The Movant further seeks relief in order to, at its option, offer, provide and enter into any potential forbearance agreement, loan modification, refinance agreement or other loan workout/loss mitigation agreement. The Movant may contact the Debtor via telephone or written correspondence to offer such an agreement. Any such agreement shall be non-recourse unless included in a reaffirmation agreement.

12. Movant reserves the right to assert an 11 U.S.C. § 362(d)(2) Cause of Action, if appropriate, at the hearing on Movant's Motion for Relief.

13. The provision of Rule 4001 (a) (3) should be waived and Movant be permitted to immediately enforce and implement any order granting relief from the automatic stay.

WHEREFORE, Movant prays that this Court enter an order, after notice and hearing, terminating the automatic stay as to Movant; alternatively, Movant be made whole by having all payments brought current. Movant further prays that the Court waive the provision of Rule 4001 (a) (3) and that COUNTRYWIDE HOME LOANS, INC. ITS ASSIGNS AND/OR SUCCESSORS IN INTEREST be permitted to immediately enforce and implement any order granting relief from the automatic stay; that Movant be awarded its reasonable post-petition attorneys fees and expenses for this Motion; and, that Movant be granted such other and further relief as is just.

Respectfully submitted,

BARRETT DAFFIN FRAPPIER  
TURNER & ENGEL, LLP

BY: /s/ KADRA ALEXANDER  
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ATTORNEY FOR MOVANT

**CERTIFICATE OF SERVICE**

I hereby certify that on July 21, 2008, a true and correct copy of the foregoing Motion for Relief from Stay was served via electronic means as listed on the Court's ECF noticing system or by regular first class mail to the parties on the attached list.

Respectfully submitted,

BARRETT DAFFIN FRAPPIER  
TURNER & ENGEL, LLP

/s/ KADRA ALEXANDER 7/21/2008

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US TRUSTEE:

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DEBTOR'S ATTORNEY:

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STE 301  
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MORTGAGORS:

ALISE MALIKYAR  
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PARTIES IN INTEREST:

None

PARTIES REQUESTING NOTICE:

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